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ABSTRACT

Presented in this document is the agreement between the Board of Trustees of State Colleges and the Boston State College Faculty Federation of the American Federation of Teachers, Local 1943, AFL-CIO effective for the period from April 3, 1972 to June 30, 1974. Articles of the agreement cover recognition and definitions, relationship between board of federation, use of college facilities, faculty fringe benefits, academic freedom and responsibility, selection of department chairmen, participation in decisionmaking, faculty reappointment, promotion, tenure, faculty workload, curriculum, college development, extra duties of faculty, grievance procedures, and the policymaking authority of the Board of Trustees. Appendices include payroll deduction authorization and Board policies on appointment, promotion and tenure, on nondiscrimination, and on the academic year. (PG)

ED 088311

Agreement between

THE BOARD OF TRUSTEES OF STATE COLLEGES

and

THE BOSTON STATE COLLEGE FACULTY FEDERATION
AMERICAN FEDERATION OF TEACHERS
LOCAL 1943, AFL-CIO

(April 3, 1972)

HE 005 155

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PREAMBLE & ARTICLES

PREAMBLE

This Agreement is entered into by and between the Board of Trustees of State Colleges and the Boston State College Faculty Federation, AFT Local 1943, AFL-CIO, as the exclusive collective bargaining agent for faculty members in the bargaining unit as described in Article I, Section A.

Boston State College is an important part of a statewide system of institutions of higher learning operated through the Board of Trustees of State Colleges under the laws of the Commonwealth of Massachusetts.

The participation of Faculty, together with Students and Administrators, in the government of Boston State College is essential to its development as an emerging multi-purpose college within the system of State Colleges under the jurisdiction of the Board of Trustees of State Colleges.

The basic functions of instruction, research and service at Boston State College are performed by a community of men and women who are members of a profession dedicated to the advancement of learning, instruction, scholarship and service, and it is therefore fitting that they share in the formulation of plans and policies which affect their professional activities.

Accordingly, this Aareement between the Board of Trustees of State Colleges and the Boston State College Faculty Federation seeks to establish a firm basis for expanded faculty participation in campus governance and to describe more precisely the scope of that participation.

The parties to this Agreement recognize both the need and the opportunity for improvement and growth at Boston State College: they pledge themselves cooperatively therefore to the task of reassessing the goals and objectives of the College through an alliance of students, faculty and administration committed to the attainment of the highest standards in teaching, research and service to the community. The faculty, moreover, assumes a special and continuing responsibility to their members for the attainment and application of such standards.

ARTICLE I
RECOGNITION AND DEFINITIONS

A. Recognition

The Board of Trustees of State Colleges (hereinafter referred to as the "Board") recognizes the Boston State College Faculty Federation AFT Local 1943, AFL-CIO (hereinafter referred to as the "Federation") as the exclusive collective bargaining representative with respect to the conditions of employment of a unit which comprises:

> All faculty who hold a full-time appointment from the Board as Professor, Associate Professor, Assistant Professor, Instructor, and Librarians I-V.

B. Jurisdiction

During the term of this Agreement, the jurisdiction of the Faculty Federation shall extend to those faculty who now or hereafter hold full-time appointments to the positions included in the bargaining unit.

C. Dues Check-Off

The Faculty Federation shall be permitted authorization for payroll deductions as set forth in Appendix A.

D. Definitions

1. **Academic Year.** The term "academic year" as used in this Agreement comprises the inclusive dates from September 1 to June 30. (See Appendix B).

2. **Administration.** The term "administration" as used in this Agreement shall mean the President and other principal administrative officers of the College appointed by the Board from time to time; such designation shall not include individuals and positions as defined in Article I, Section A of this Agreement.

3. **Board.** The term "Board" as used in this Agreement refers to the Board of Trustees of State Colleges as defined in Mass. G. L. C. 15, Section 20A.

4. **Campus.** The term "campus" as used in this Agreement refers to any site or location of the facilities or properties of Boston State College.

5. **College.** The term "College" as used in this Agreement refers collectively to all facilities and properties which are now or shall hereafter be designated by the Board for the use of Boston State College.

6. **Dean.** The term "Dean" as used in this Agreement shall mean the Academic Dean or the person holding the equivalent position as may be designated from time to time by the Board.

7. **Department.** The term "Department" as used in this Agreement refers to organizational units of the faculty as may from time to time be approved by the President and recognized by the Board. The existing Departments are: (1) Art, (2) Biology, (3) Physics-Chemistry, (4) History, (5) Sociology-Anthropology, (6) Geography, (7) Elementary Education, (8) English (including Speech and Communications), (9) Foreign Language, (10) Mathematics, (11) Music, (12) Philosophy, (13) Physical Education (Men), (14) Physical Education (Women), (15) Political Science, (16) Psychology, and (17) Secondary Education. Moreover, solely for the purposes of this Agreement, the term Department shall also include the programs of Afro-American Studies and Economics, and in addition, the College Library.

8. **Faculty.** The term "faculty" as used in this Agreement means any member of the bargaining unit.

9. **Federation.** The term "Federation" as used in this Agreement refers to the Boston State College Faculty Federation, AFT Local 1943, AFL-CIO.

10. **Federation Representative.** The term "Federation Representative" as used in this Agreement means any representative of the Federation who is a member thereof, and has been officially so designated in writing to the President of the College, or a representative of the Massachusetts Federation of Teachers or the American Federation of Teachers who has been officially so designated in writing to the President of the College by the President of the Federation.

11. **Grievance.** The term "grievance" as used in this Agreement means a complaint by a member or members of the faculty, or the Federation, upon a majority vote of a duly constituted meeting of the Executive Council thereof, brought during the term of this Agreement, that an express provision of this Agreement, or of any of the policies of the Board which are expressly incorporated by reference in Article XVII of this Agreement, has been violated in its application to him, or the Federation, as the case may be.

12. **President.** The term "President" as used in this Agreement means the chief executive officer of Boston State College, or a person acting in that capacity, duly appointed and authorized by the Board.

13. **Promotion.** The term "promotion" as used in this Agreement means advancement to a higher faculty rank.

14. **Rank.** The term "rank" as used in this Agreement means any one of the four academic ranks of Instructor, Assistant Professor, Associate Professor, and Professor, and also Librarians I through V.

15. Wherever the singular is used and the context clearly so requires, it shall include the plural.

E. Faculty Entitlement Under This Agreement

Every member of the faculty within the bargaining unit as described in Article I, A, shall be entitled to the applicable benefits set forth in this Agreement and shall have the right to participate in the elections in the manner provided in this Agreement.

ARTICLE II
RELATIONSHIP BETWEEN THE BOARD AND THE FEDERATION

A. Fair Practices

1. As sole bargaining agent the Faculty Federation shall continue its policy of accepting into membership all eligible persons in the unit without regard to age, race, color, creed, national origin, sex or marital status. The Federation shall represent equally all faculty without regard to membership or participation in the activities of any employee organization.

2. The Trustees agree to continue their policy of non-discrimination against any person on the basis of race, color, creed, national origin, sex, marital status, age or participation in or association with the activities of any employee organization.

3. Moreover, the Federation agrees to cooperate with the Board in the implementation of the Affirmative Action Program.

B. Individual Contracts

This Agreement shall be incorporated into employment contracts hereafter issued to faculty members, and no contract hereafter entered into with a member of the faculty shall be contrary to the terms contained herein. Rights and benefits of faculty members set forth in this Agreement shall be incorporated by reference into and made part of any individual academic year or calendar year

contract of employment with the Board of Trustees, except that in the case of individual contracts of employment existing as of the date of this Agreement, this Agreement shall not be incorporated by reference therein, without the assent and approval of each such faculty member. Upon such approval, in the event of conflict between the terms of an individual contract and the terms of this Agreement, the latter shall be controlling.

C. Consultation

On behalf of the Board, the Director of the Division of State Colleges, or his designee, and the President of Boston State College shall meet with representatives of the Federation twice each semester for the purpose of maintaining good relationships through regular communication and for discussing those matters necessary to the implementation of this Agreement; the President of the College shall meet with representatives of the Federation once each month during the academic year; and at such other times within five (5) days after a request of either the President of the College or of the Faculty Federation President for the purpose of maintaining and improving relationships.

D. Information

The Board shall make available to the Federation upon its written request within a reasonable time thereafter, such statistics and information related to the collective bargaining unit in the possession of the Board of Trustees as are necessary for the implementation of this Agreement. It is understood that this shall not require the Board to compile information and statistics in the form requested unless already compiled in that form, or to supply any information deemed confidential.

ARTICLE III
USE OF COLLEGE FACILITIES

Upon request to the President of the College or his designee, the Federation shall be permitted to meet at the College if appropriate facilities are available. All requests must be in writing at least twenty-four (24) hours prior to the requested meeting. The parties agree to use their best efforts to schedule meetings involving faculty in a manner designed to avoid conflicts between such duly requested and previously scheduled meetings.

The Federation shall be provided with an office on the Campus.

The President or his designee shall assign two bulletin boards for the exclusive use of the Federation for the purpose of posting Federation notices. One such bulletin board shall be made available at the Huntington Avenue Campus and one at the Ipswich Street Campus of the College.

The Federation shall be permitted the right to place Federation notices in Faculty mailboxes.

Federation members within their respective Departments shall be entitled to use telephones existing within their respective Departments for purposes of intra-college communication of official Federation or Departmental business.

ARTICLE IV
FACULTY FRINGE BENEFITS

A. Paid Leaves of Absence

1. **Sick Leave**

(a) All faculty members shall be entitled to ten (10) days sick leave for each academic year of service. Sick leave credit will begin on the first of the month following employment and will accumulate monthly. A renewal of contract will be deemed a continuation of service. Credits for periods of less than one month's employment with pay shall not be allowed.

(b) Sick leave not used in any year may be accumulated.

2. **Sabbatical Leave**

Any faculty member who has served as such in the state colleges for at least seven (7) consecutive years after entering such service, or if a leave of absence has previously been granted to him, after the termination of the last such leave may, upon written recommendation of the President of the College, be granted by the Director of the Division of State Colleges a leave of absence, for study research; for a period of one (1) year at half pay or for a period of a half year at full pay for such period; provided, that prior to the granting of such leave said teacher shall enter into a written agreement with the Board of Trustees that upon the termination of such leave he will return to the State College service and serve as a teacher in

the same or another State College for a period equal to twice the length of such leave and that, in default of completing such service, he will refund to the Commonwealth, unless excused therefrom by the Board for reasons satisfactory to it, an amount equal to such proportion of the salary received by him while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

3. **Funeral Leave**
Upon evidence satisfactory to the Board or its designee of the death of the husband, wife, child, parent, spouse's parent, brother or sister of any faculty member, or of a person living in his or her immediate household, funeral leave with full pay shall be granted for a period not exceeding four (4) days.

4. **Other Leaves**
Other leaves, as authorized and set forth in the "Rules and Regulations Governing Vacation Leave, Sick Leave, Travel, Overtime, Military Leave, Court Leave, and Other Leave" (Red Book) shall also be available to faculty members in accordance with the provisions thereof.

5. **Exclusions from Leave Deduction**
Upon the written application of a faculty member through his Department Chairman, the President of the College or his designee may grant such faculty member permission to attend a convention, meeting of a learned society, or other professional function without loss of compensation or other penalty and such attendance shall be deemed to be a part of the professional duties of such faculty members.

B. Unpaid Leaves of Absence
Upon the application of a faculty member, and a recommendation by the President of the College, the Board or its designee may grant to such faculty member leave without pay for such term, upon such condition, and for such purpose as the Board or its designee may determine. The purposes for which a faculty member may submit his application for such unpaid leave may include, but shall not be limited to, (a) advanced study, (b) participation in exchange teaching programs in other states, territories, countries, and (c) participation in a cultural program related to his professional responsibilities, and for such other purposes as may be allowed under the laws of the Commonwealth.

Any faculty member granted an unpaid leave of absence shall retain those benefits accrued during the period of his leave which are permitted by statute and the policies of the Board of Trustees.

C. Insurance

1. **Life Insurance**
The Board shall continue to cover all employees of the bargaining unit under the plan now in effect during the term of this Agreement pursuant to the provisions of M.G.L.A. Ch. 32A, §5, 6, 8, 10 and 10A.

2. **Health and Accident Insurance**
The Board shall continue to cover all employees of the bargaining unit under the plan now in effect during the term of this Agreement pursuant to the provisions of M.G.L.A. Ch. 32A, §5, 6, 8 and 10.

3. **Workmen's Compensation**
The members of the bargaining unit shall be covered by the provisions of Chapter 152 of the General Laws to the extent that the Commonwealth has acted pursuant to Section 69 thereof to include them within the coverage of said Chapter 152.

D. Tax Sheltered Annuities
The Board of Trustees shall continue its policy of permitting the purchase of annuities by faculty members pursuant to the provisions of M.G.L.A. C. 15, §18A.

E. Changes in Benefits
The foregoing provisions of this Article notwithstanding, the parties agree that during the term of this Agreement if changes in the benefits provided in this Article are authorized and funds provided therefor by the General Court, or are duly established by administrative action applicable to such benefits then, upon such event the benefits shall be increased, decreased, or terminated as the case may be, after conference between the parties, from the effective date of such increase, decrease or termination during the balance of the term of this Agreement.

F. Changes in the Agreement
The parties further agree that should the provisions of Massachusetts G.L. Ch. 149, §178 existing as of the date hereof be amended by the

General Court, the parties shall upon thirty (30) days written notice of either meet and confer with respect to such amendment and may incorporate any written agreement mutually agreed upon into this Agreement. The provisions of this section, however, shall not be deemed to impair any term in this Agreement contained.

ARTICLE V
STATEMENT ON ACADEMIC FREEDOM AND RESPONSIBILITY

The purpose of this statement is to promote public understanding and support of academic freedom and tenure and agreement upon procedures to assure them in colleges and universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Institutions of higher education are committed to the solution of problems and controversies by the method of rational discussion. Acts of physical force or disruptive acts which interfere with university activities, freedom of movement on the campus, or freedom for students to pursue their studies are the antithesis of academic freedom and responsibility and are acts which in effect deny freedom of speech, freedom to be heard and freedom to pursue research of their own choosing to members of the academic community or to invited visitors to that community.

Academic freedom is the right of scholars in institutions of higher education freely to study, discuss, investigate, teach and publish.

Academic freedom applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

Academic Freedom

(1) The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

(2) The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful to present various scholarly views related to his subject and avoid presenting totally unrelated material.

Academic Responsibility

The concept of freedom should be accompanied by an equally demanding concept of responsibility. The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.

ARTICLE VI
SELECTION OF DEPARTMENT CHAIRMEN

Department Chairmen shall serve for a term of three (3) years unless a vacancy is declared to exist by the President of the College, or unless the Chairman is recalled in accordance with the provisions of this Article, or unless he resigns.

Exclusive of the Programs of Afro-American Studies, Economics, and the College Library, the Chairmanship of Departments shall be filled in the manner described in numbers 1 thru 8 below:

1. An election shall be held in each Department at the call of the Academic Dean on or before May 15, 1972 for the purpose of nominating three (3) or more persons who would be acceptable to the members of the Department as Chairman. Each such election shall be held under the auspices of the Federation.
2. Any faculty member within the Department

shall be eligible for election as Department Chairman.

3. All faculty members within the Department shall be eligible to vote in the election for Department Chairman.

4. After each election, the President of the Federation shall submit a list of three (3) nominees to the President of the College.

5. Within seven (7) working days of the receipt of such list of nominees, the President of the College shall either (a) appoint a Department Chairman from the list of nominees or (b) notify the President of the Federation that he declines to appoint any of the nominees on the list. If the President declines the list of nominees, a second election shall be held forthwith in accordance with the provisions of this Article; within seven (7) working days of the receipt of the second list of three (3) nominees, the President shall appoint a Department Chairman from said list.

6. **Recall by Vote of the Department**

The following procedures shall be used for the recall of a Chairman:

a. A Department meeting shall be held after filing with the Dean, a petition signed by at least one-third (⅓) of the members of a Department setting forth a statement of the desire to recall the Chairman of that Department provided that such petition may be filed only within the academic year.

b. Upon receipt of such petition, the Dean shall promptly give fourteen (14) days written notice to all members of the Department, and to the President of the Federation, setting forth the time, date, place and purpose of such meeting.

c. The President of the Federation shall forthwith appoint an impartial faculty member or members to conduct the recall meeting and the vote within the Department.

d. A vote of two-thirds (⅔) of all the members of the Department shall be required to recommend to the President that he declare a vacancy to exist in the Department Chairmanship. Upon receipt of such recommendation from the President of the Federation together with a written record of the minutes of such meeting and a record of the votes cast, the President shall call for a new election under the procedures described in this Article.

7. The President may at his discretion declare a vacancy to exist.

8. The President of the College may appoint an Acting Chairman when the Chairman shall be on leave, incapacitated, or otherwise unable to fulfill his duties, or upon the declaration of a vacancy, recall, or resignation.

9. Solely for purposes of this Agreement, the Dean of Undergraduate Studies shall for the term of this Agreement discharge with respect to the programs of Afro-American Studies and Economics those duties of the Department Chairmen as are set forth in this Agreement. If either or both of these programs shall, during the term of this Agreement become Departments approved by the President and recognized by the Board, then the procedures for selection of Department Chairman as set forth in numbers 1 through 8 of this Article shall become applicable. Similiarly, for purposes of this Agreement the head librarian shall, for the term of this Agreement, discharge with respect to Librarians I thru V, those duties of Department Chairman as are set forth in this Agreement.

ARTICLE VII
PARTICIPATION IN DECISION MAKING

A. **Committees of the College Administration and the Federation: Organization and Membership**

The following Committees shall be established on or before May 15, 1972 to insure substantial participation of all faculty in the formulation of decisions affecting the conditions of their employment and related professional interests as provided in this Agreement.

1. **Faculty Committees — Departmental**

There shall be three (3) types of Faculty Committees within each Department:

(a) Faculty Committee on Faculty Evaluation
(b) Faculty Committee on Curriculum
(c) Faculty Committee on Faculty Workload, Scheduling and Course Assignments

except that members of a Department shall have the option prior to May 15, 1972, of com-

bining the Committees in (b) and (c) above, and except that the College Library shall be required to establish only the Faculty Committee on Faculty Evaluation in (a) above.

The membership of each of the separate Committees within each Department shall be drawn from the membership thereof. However, each faculty member who holds a joint appointment to a Department and to the Afro-American Studies Program shall (1) elect whether he wishes to be eligible to participate in the three (3) Departmental Committees (on Faculty Evaluation, on Curriculum; on Faculty Workload, Scheduling and Course Assignments) either within the Afro-American Program or within the Department of his joint appointment, and (2) elect whether he wishes to be evaluated either as a member of the Afro-American Studies Program or as a member of the Department of his joint appointment. The election made under (1) and (2) above shall be for the duration of this Agreement and shall be made in writing to the Academic Dean within thirty (30) days of the execution of this Agreement. In the event such election is not made by the faculty member, the Academic Dean shall assign such faculty member either to the Afro-American Program or the Department of his joint appointment for the purposes of entitling such faculty member to Committee participation and for purposes of evaluation.

The manner of selecting membership and the terms to be served on each Departmental Committee shall be determined not later than May 15, 1972 in a meeting of the members of the Department called by the Department Chairman for that purpose, provided, however, that the membership of the Departmental Committee on Faculty Evaluation shall consist, wherever possible, of both tenured and non-tenured faculty.

2. **Faculty Committees — Campus-Wide**
There shall be three (3) Campus-Wide Committees:
   (a) A Campus-Wide Committee on Curriculum
   (b) A Campus-Wide Committee on College Development
   (c) A Campus-Wide Committee on Budget Consultation

Each of the three (3) Campus-Wide Committees shall be composed of members of the Departments as defined in this Agreement in the definitions section. Each such Department shall elect one (1) representative to each of the three (3) Campus-Wide Committees. All members of each such Department who have completed at least one (1) academic year of service at the College shall be eligible both to vote in such elections and to be elected to any Campus-Wide Committee.

All elections for Campus-Wide Committees shall be held within each such Department under the auspices of the Federation prior to May 15 of each academic year. The terms of office of each such representative shall be for one (1) year commencing immediately upon election, except that the terms of office of representatives to the **Campus-Wide Committee on Curriculum** shall be for two (2) years. In the event any such duly elected representative is unable or unwilling to serve, the Federation shall hold a special election within the appropriate Department in accordance with the foregoing procedures in order to choose another faculty representative to complete the term of the retiring member.

3. **Faculty Committees — Divisional**
There shall be four (4) separate Divisional Committees on **Re-Appointment, Promotion and Tenure** representing the following divisions of the College: the Humanities Division, the Social Sciences Division, the Physical and Biological Sciences Division, and the Professional Education Division.

***The Humanities Division**
A Committee on **Re-Appointment, Promotion and Tenure** shall be established for the Humanities Division whose members shall be chosen from the Departments of (1) Art, (2) English (including Speech and Communications), (3) Foreign Language, (4) Music and (5) Philosophy.

***The Social Sciences Division**
A Committee on **Re-Appointment, Promotion and Tenure** shall be established for the Social Sciences Division whose members shall be chosen from the Departments of (1) History, (2) Sociology-Anthropology, (3) Psychology and (4) Political Science and from the Programs of (1) Afro-American Studies and (2) Economics.

***The Physical and Biological Sciences Division**
A Committee on **Re-Appointment, Promotion**

and Tenure shall be established for the Physical and Biological Sciences Division whose members shall be chosen from the Departments of (1) Biology, (2) Physics-Chemistry, (3) Mathematics and (4) Geography.

***The Professional Education Division**

A Committee on **Re-Appointment, Promotion and Tenure** shall be established for the Professional Education Division whose members shall be chosen from the Departments of (1) Elementary Education, (2) Secondary Education, (3) Physical Education (Men) and (4) Physical Education (Women).

All such faculty representatives to the four (4) Divisional Committees on **Re-Appointment, Promotion and Tenure** shall be chosen prior to May 15, 1972 as follows: Each Departmental **Faculty Committee on Faculty Evaluation,** established under Article VII A, 1. of this Agreement, shall elect one (1) member of that Committee to membership on the appropriate Divisional Committee whose service shall commence immediately upon election, provided, however, that only tenured members of the Departmental Evaluation Committee and non-tenured members who have completed at least two (2) years of service at the College, shall be eligible for such membership on a Divisional Committee. Moreover, only those members of each Divisional Committee who are tenured shall be entitled to consider and vote on the cases of faculty who are candidates for tenure. Department Chairmen shall not be eligible for membership on the Divisional Committees.

Each representative to a Divisional Committee on **Re-Appointment, Promotion and Tenure** shall serve in that capacity for so long as he or she continues to serve as a member of the Departmental **Faculty Committee on Faculty Evaluation.**

In the event such representative is unable or unwilling to serve, the Departmental **Faculty Committee on Faculty Evaluation** shall promptly elect another of its members to represent the department on the **Divisional Committee.**

4. Faculty Committees — The All Campus Committee

Membership:

The **All Campus Committee** shall be established to coordinate the activities of the three (3) Campus-Wide Committees and the **Committee on Governance Review,** established below. The **All-Campus Committee** shall consist of nine (9) faculty members, together with five (5) students and one (1) administrator as set forth in C and D in Article VII. Faculty membership shall be chosen as follows: The President of the Federation who shall serve as Chairman and eight (8) faculty members appointed by the President of the Federation with the approval of the Federation's Executive Council.

All appointments to the **All-Campus Committee** shall be completed by May 15 of each academic year and representatives shall serve on the **All-Campus Committee** for one (1) calendar year commencing immediately upon appointment. In no event, however, shall any representative appointed to the **All-Campus Committee** by the President of the Federation serve simultaneously on any other Campus-Wide, Divisional or Standing Committee described in this Agreement. In the event any representative appointed by the President of the Federation to the **All-Campus Committee** shall be unable to serve, the President of the Federation shall forthwith appoint another faculty representative to complete the term of the retiring member.

Responsibilities:

The **All-Campus Committee** shall, within thirty (30) days of the execution of this Agreement, establish a standing **Committee on Governance Review** which shall consist of four (4) faculty, four (4) student and four (4) administrative representatives as follows:

The four (4) faculty members shall be appointed by the President of the Federation, upon approval of its Executive Council; the four (4) students shall be appointed by the President of the Student Government Association, upon approval of the Executive Council; and the four (4) administrative representatives shall be appointed by the President of the College. The terms of office of each such representative shall be for the term of this Agreement commencing immediately upon appointment. At the first meeting of the **Committee on Governance Review,** a Chairman of the Committee shall be elected by and from the member thereof.

The **Committee on Governance Review** shall 1) conduct an on-going study of the processes of governance and participation in decision

making which are set forth in this Agreement.

2) by January 15 of each academic year, submit to the **All-Campus Committee** an annual report assessing the effectiveness of the processes of governance set forth in this Agreement together with any recommendations by the **Committee on Governance Review** for the improvement of such processes.

Reporting Procedures
Moreover, each of the three (3) **Campus-Wide Committees** and the **Committee on Governance Review** shall transmit all reports and recommendations directly to the **All-Campus Committee.** Within thirty (30) calendar days of the receipt of any report or recommendations of a **Campus-Wide Committee**, or any report or recommendation of the **Committee on Governance Review**, the **All-Campus Committee** shall transmit such report or recommendations, together with any comment or recommendation of its own, to the Dean and to the President of the College.

B. Post Election Procedures

The Federation shall, within five (5) days after each and any of the aforementioned elections in Article VII of this Agreement, give written notice to the President of the names of each member of each Committee so elected. The Federation shall likewise give written notice within five (5) days of the appointment or election of any person chosen to serve on a Committee in lieu of a resigned or disabled member.

C. Administrative Membership

For the purpose of promoting good communication and understanding, the President of the College shall designate, at his discretion, one (1) representative of the College administration to each of the three (3) Campus-Wide Committees and to the **All-Campus Committee.** The Administrative representative to the **All-Campus Committee** shall serve with vote; the administrative representatives to the three **Campus-Wide Committees** shall serve without vote.

D. Student Participation in Decision Making

1. **Student Membership on Faculty Committees**
Subject to the conditions set forth in "3" and "4" below, full-time students in good standing shall be eligible to be elected as members of the following faculty committees:

(a) five (5) students shall be members of the **Campus-Wide Faculty Committee on Curriculum** established under Article VII A (2) hereof.

(b) fifteen (15) students shall be members of the **Campus-Wide Faculty Committee on College Development** established under Article VII A (2) hereof.

(c) five (5) students shall be members of the **Campus-Wide Faculty Committee on Budget Consultation** established under Article VII A (2) hereof.

(d) five (5) students shall be members of the **All-Campus Committee** established under Article VII A (4) hereof.

Student membership on each Committee aforesaid, except the **Committee on Governance Review** whose members shall be appointed, shall be determined by a campus wide election to be conducted by the Student Government Association prior to May 15 of each academic year. The student receiving the highest number of votes cast for each of the three campus wide committees and the **All-Campus Committee** shall be elected. Each student elected shall serve a term of one (1) year commencing on May 15. If such student shall be unable or unwilling to serve, the President of the Student Government Association shall appoint the person who received the next highest number of votes in such election, or in the event there will be no such person, the Student Government Association shall hold a special campus wide election in order to choose another student representative to complete the term of the retiring member. Each full-time student shall be eligible to vote in the campus wide election. The names and addresses of the students duly elected to membership on the Committee aforesaid shall be transmitted in writing by the Student Government Association to the President of the Federation and the President of the College within five (5) days of such election.

2. **Student Committee on Faculty Evaluation**

The parties recognize the contribution which student evaluation of teaching effectiveness may make to the process of faculty evaluation. Accordingly, the following provisions for such student evaluation have been incorporated into this

Agreement. These provisions, however, are at the option of the students, and any lack of participation by students, following an affirmative vote under section 3 hereof, "Acceptance," shall not impair any other provisions contained in this Agreement.

In addition to membership on Faculty Committees as provided for in subsection D 1. above, students, except in the case of the College Library, also have the opportunity to establish Student Committees as follows:

students who constitute the duly registered majors and minors within each Department, shall — upon written petition of at least twenty per cent (20%) of such students to the Student Government Association presented on or before October 15 of each academic year — cause the Student Government Association to conduct an election forthwith for the purpose of establishing, within each such Department, a **Student Committee on Faculty Evaluation.** This Committee shall consist of not more than five (5) students who have received the highest number of votes cast from the majors and minors within the Department. Each such student shall serve a term on the **Student Committee on Faculty Evaluation** of one (1) calendar year commencing immediately upon election. If any such student shall be unable or unwilling to serve, the President of the Student Government Association shall appoint the person who received the next highest number of votes in such election, or in the event there shall be no such person, the Student Government Association shall hold a special departmental wide election in order to choose another student representative to complete the term of the retiring member. The Committee shall elect its own Chairman.

The results of each such election shall be transmitted in writing to the Chairman of the Department for his information as well as to the President of the College and the President of the Federation within five (5) days of such election.

At the end of each semester, each departmental **Student Committee on Faculty Evaluation** shall collect the results of student evaluation of the classroom (i.e. teaching) effectiveness of faculty members within the Department.

The **Student Committee on Faculty Evaluation** shall base its evaluation solely on the classroom (i.e. teaching) effectiveness of faculty members. The results of the departmental Student Committee's evaluation of each faculty member's teaching effectiveness shall be transmitted in writing to the appropriate **Faculty Committee on Evaluation** within each Department.

Any faculty member whose teaching effectiveness is evaluated by a **Student Committee on Faculty Evaluation,** shall, upon request, be afforded an opportunity to review any written materials pertaining to his evaluation, and to appear in person before the Student Committee prior to the transmittal of the Student Committee's evaluations to the appropriate departmental **Faculty Committee on Evaluation.** The parties hereto expressly agree that the provisions of Article VII D (2) shall not be applicable to Librarians I thru V.

3. **Acceptance**

The parties hereto expressly agree that the process of student participation as provided in this Article shall be subject to acceptance of the terms of this Article to be evidenced by a vote of the student body which shall be determined by a referendum to be conducted by the Student Government Association at the College on or before May 1, 1972. Each full-time student shall be eligible to vote. A majority of those voting shall be required for acceptance.

Acceptance by such vote shall be for the term of this Agreement.

The referendum question shall be as follows:

"Shall the students of Boston State College participate in the governance of the College as set forth in the contract executed between the Boston State College Faculty Federation, Local 1943, AFL-CIO and the Trustees? Yes..... No....."

(Acceptance or rejection shall in no way effect the status or entitlement of students to participate in other duly authorized student or campus organizations.)

4. **Effectiveness**

Acceptance of this proposal by the Students of Boston State College in accordance with the provisions of this Article VII, subsection D shall be a

condition precedent to the effectiveness of the terms of the said subsection D. Such non-acceptance shall make the terms of Article VII, subsection D null and void but shall in no way otherwise impair any other term of this Agreement.

E. Committee Meetings

Each of the Committees established in accordance with the provisions of this Article shall meet regularly and at a time and place convenient to its members in such a manner so as to permit it to diligently complete the work of the Committee. Each Committee shall elect a Chairman, and shall elect a secretary who shall maintain minutes, records, and reports of the Committee. Copies of such minutes, records and reports shall be made available to the Federation and the President of the College.

Commencing May, 1972, no classes shall be scheduled by the College on any Wednesday during the academic year between the hours of 2:30 p.m. and 4:30 p.m. for the purpose of providing a convenient time to the faculty to hold meetings of the Committees described in Article VII of this Agreement, or of any Committees of the Faculty Federation.

F. Compliance With Board Time Schedules

The parties agree that any assignment, report, recommendation, or other action of any committee provided for in this Agreement shall be completed in compliance with the time schedules as may be established from time to time by the Board.

Written notice of such time schedules shall be provided by the President of the College to the Chairman of the **All-Campus Committee**, the President of the Federation, and the President of the Student Government Association. Notice to the **All-Campus Committee** shall be deemed to be notice to all other committees established in this Agreement. In the event that any committee, having received such written notice, shall not have so completed its work, the President, or the Board, as the case may be, may in their discretion make such recommendations, or take such action as they deem to be required and the making of such recommendations or the taking of such action shall not be in violation of the procedures set forth in this Agreement.

ARTICLE VIII
FACULTY APPOINTMENT, PROMOTION AND TENURE

A. The Process

(1) Departmental Committees

Each Department shall establish a **Faculty Committee on Faculty Evaluation** consisting of the Department Chairman, ex-officio, and whenever possible, of tenured and non-tenured members as provided in Article VII A (1); this Committee shall be responsible for the annual evaluation of faculty members within that Department. These Departmental Committees shall submit to the Chairman written evaluations and may, in addition, include such recommendations, based on these evaluations, as they deem appropriate.

Each faculty member within a Department shall be evaluated at least annually on the basis of the following criteria by the respective **Faculty Committees on Faculty Evaluation**: (a) classroom effectiveness, (b) professional activities including position of leadership, (c) research and publications, (d) contribution to the College community, (e) advanced study and (f) leadership in community affairs. In the case of the evaluation of Librarians I through V criterion (a) above shall mean professional effectiveness.

Each **Faculty Committee on Faculty Evaluation** within a Department, except the College Library, shall receive all evaluations and reports transmitted to it from time to time by the **Student Committee on Faculty Evaluation** in the Department. It shall take such student evaluation into account in performing its own evaluation of faculty members. In the case of a faculty member holding a joint appointment who shall have elected to be evaluated in accordance with the provisions of Article VII A (1), such student evaluation shall be transmitted to the Department so elected by such faculty member. After completion of its work, the **Faculty Committee on Faculty Evaluation** shall transmit its evaluations, and any recommendations, together with the evaluations of the **Student Committee on Faculty Evaluation**, directly to the Department Chairman.

Any member of the faculty, upon a request in writing to the Committee, may examine materials

pertaining to his evaluation, and shall be allowed to submit to the Committee any additional written information relating to his evaluation; he shall also be entitled to a conference with the **Faculty Committee on Faculty Evaluation** to hear and discuss the Committee's final evaluation prior to the transmittal of such evaluation to the Department Chairman.

(2) **The Role of Department Chairmen in the Process of Re-Appointment, Promotion and Tenure**

Each Department Chairman shall be responsible for transmitting annually in writing to the appropriate **Divisional Committee on Re-Appointment, Promotion and Tenure** (a) all evaluation reports and any recommendations from the **Faculty Committee on Faculty Evaluation** and any evaluations from the **Student Committee on Faculty Evaluation**, together with (b) all materials used by the Department Chairman in his evaluation and (c) his own recommendations, as Chairman, concerning the retention in rank, reappointment, promotion to a higher rank, tenuring, sabbatical leave, and separation from service at the College of any faculty member. Any faculty member within the Department, upon a request in writing by such faculty member to the Department Chairman, may be entitled to a conference with the Department Chairman to hear and discuss the Chairman's evaluation and recommendation.

(3) **The Divisional Committee on Re-Appointment, Promotion and Tenure**

Each of the four (4) **Divisional Committees on Re-Appointment, Promotion and Tenure** shall review the departmental evaluation reports and the specific recommendations of the Chairman concerning each faculty member evaluated. If the **Divisional Committee** disapproves the recommendation of any Department Chairman, it shall meet with such Chairman in conference to discuss the reasons therefor. If the Committee's decision adversely affects any faculty member, the Committee shall provide an opportunity to such faculty member to meet privately to hear the Committee's recommendations and reasons therefor.

Within a reasonable time thereafter, the **Divisional Committee on Re-Appointment, Promotion and Tenure** shall prepare in writing its own recommendations concerning the retention in rank, reappointment, promotion to a higher rank, tenuring, sabbatical leave and separation from service at the College of any faculty member and shall forthwith transmit them to the Academic Dean together with (a) the evaluation reports of the Student and Faculty Evaluation Committees within each Department and (b) the evaluations and the specific recommendations of the Department Chairman.

Recommendations, however, concerning the granting of tenure shall be transmitted by the Divisional Committee to the Special Committee on Tenure set forth in sub-section 6 of this article.

(4) **The Academic Dean**

The Academic Dean shall review the reports and recommendations transmitted to him as aforesaid, and shall indicate in writing to the **Divisional Committee**, without reasons, whether he disapproves any specific recommendation made by that Committee. The Dean, or his designee, shall meet, upon request with the **Divisional Committee** in executive session to discuss his decision to disapprove any specific recommendation of the Committee. Following such conference, the Dean shall transmit his own recommendation to the President of the College together with (a) all prior evaluation reports of both the Student and Faculty Evaluation Committees within each Department and (b) the evaluations and specific recommendations of the Department Chairman and (c) all specific recommendations of the **Divisional Committee** on **Re-Appointment, Promotion and Tenure.**

(5) **The President of the College**

The President of the College shall, at his discretion, transmit to the Board of Trustees any recommendations concerning the initial appointment, reappointment, retention in rank, promotion to a higher rank, tenuring, sabbatical leave, separation from service at the College, or any other matter concerning any faculty member.

If, after conferring with the Personnel Committee of the Board of Trustees, the President shall decide to submit a final recommendation to the full Board which is contrary to the recommendations of the **Divisional Committee**, the President shall (a) duly note in his recommendation to the Board the fact that it is contrary to the prior recommendation of the **Divisional Committee**, (b) provide the **Divisional Committee** and the

faculty member concerned a statement of his final recommendation to the Board.

(6) **The Special Committee on Tenure**
All recommendations concerning the granting of tenure to any faculty member shall be transmitted in writing by the **Divisional Committee** to the **Special Committee on Tenure** which shall consist of the President of the College, the Academic Dean, the Chairman of the Department of the candidate for tenure, a tenured member of the candidate's own Department and one tenured member of another Department. Both the tenured member of the candidate's Department and the tenured member of another Department shall be appointed to this **Special Committee on Tenure** by the Chairman of the appropriate **Divisional Committee.** In an exceptional case the President of the College may at his discretion appoint to the **Special Committee on Tenure** one tenured person from another institution of higher learning but in the same academic discipline of the candidate.

In the event that the **Special Committee on Tenure** does not concur with any recommendation made by the **Divisional Committee**, the **Special Committee on Tenure** shall confer with the Divisional Committee and provide the candidate for tenure with an opportunity to meet with it privately to discuss its decision.

The final recommendation for granting tenure shall be made by the President to the Board.

B. Criteria for Re-Appointment, Promotion and Tenure

In evaluating and/or recommending faculty for appointment, reappointment, promotion, retention, separation from the College, sabbatical leave, or tenure, the Departmental Committees, the Department Chairman, the Divisional Committee, the Dean, the President, the Special Committee on Tenure, and others shall at all times apply those policies of the Board on Appointment, Promotion and Tenure which are expressly incorporated in Article XVII of this agreement.

ARTICLE IX
FACULTY WORKLOAD, SCHEDULING AND COURSE ASSIGNMENTS

Members of the teaching staff of the College shall not be required to teach an excessive number of semester hours of teaching, assume an excessive student load, or be assigned an unreasonable schedule, it being recognized by the parties that the teaching staff has the obligation among others to be available to students, to assume committee assignments, and to engage in research and/or community service. For purposes of this Agreement twelve (12) semester hours of instruction shall be considered the normal average faculty workload in academic subject areas; efforts shall be made to assign faculty workloads on this basis provided it is feasible or possible to do so in the judgment of the President or his designee; similarly, the normal average class size shall be considered thirty (30) students per section; efforts shall be made to schedule class size on this basis provided it is, in the judgment of the President or his designee, possible or feasible to do so. Moreover, efforts shall be made to establish teaching schedules, so that the time between the beginning of the first teaching period and the end of the last for any one day does not exceed eight (8) hours. In addition, where special equipment is required for classes, efforts shall be made, where possible, to limit the number of students to the amount of this special equipment available.

The determination of faculty workloads, including the assignment of specific courses and schedules shall be made by the Chairman of each Academic Department respectively, after consultation with the **Departmental Committee on Faculty Workload, Scheduling and Course Assignments** as established under Article VII A (1). Each such Departmental Committee shall prepare a table showing clearly the relation of non-teaching equivalency assignments to the heads of teaching sections and shall submit it for approval to the Department Chairman.

In determining faculty workloads and in making assignments the Chairman shall consider:

(a) **The Qualifications and Preferences of the Faculty.**

(b) **The Character of the Course** as to whether it is being offered for the first time or with extensive revision, and the number of times the faulty member has taught it in the past.

(c) **Semester Hours of Instruction** as to whether they are lectures, recitations or laboratories which require a great deal of preparation.

(d) **Number of Students** as to whether the time required by the course is directly related to the number of students (e.g. if term papers are required, the number of students is directly related).

(e) **The Number of Preparations.** Where possible, the number of preparations of an individual faculty member should not exceed two.

(f) **Special Courses and Projects.** Joint Courses taught by two or more faculty members or special problem courses for individual students must be related to overall teaching load.

(g) **Other Duties.** Due consideration will be given to equivalent non-teaching duties including Department Chairmanship, Presidency of Federation, Administration or other Committees, special administrative duties, or in-service work with groups in the State.

(h) **Seniority.** The length of service of the individual faculty member within the State Colleges or any other regionally accredited institution of higher education shall be a positive factor for consideration in the assignment of courses and schedules.

ARTICLE X
CURRICULUM

Each Departmental Committee on Curriculum as established in Article VII A (1), shall formulate proposals from time to time with respect to the curriculum needs within its own Department including proposals for the development of new academic courses and programs and any changes in Departmental structures.

The Committee shall consider suggestions for curriculum development from the administration, the Department Chairman, individual faculty members and students, and shall, from time to time, make such recommendations to the **Campus Wide Committee on Curriculum** as it deems appropriate.

The **Campus Wide Committee on Curriculum**, as established under Article VII A (2), herein, shall review all recommendations from the respective Departmental Committees on Curriculum and shall act as a coordinating agency for curriculum development among all Departments at the College. If the **Campus Wide Committee on Curriculum** shall disapprove a recommendation of any Department, it shall meet with the Departmental Curriculum Committee to discuss its decision. The **Campus Wide Committee on Curriculum** shall transmit to the **All Campus Committee** any recommendation of its own affecting curriculum.

If the **All Campus Committee** shall disapprove any recommendation of the **Campus Wide Committee on Curriculum**, the Chairmen of both Committees together with at least two (2) members thereof shall meet to discuss the decision. The **All Campus Committee** shall transmit in writing any recommendation of its own concerning curriculum to the Dean and to the President of the College. If the President of the College shall disapprove any recommendation of the **All Campus Committee**, he shall meet with the Chairman of the **All Campus Committee** and at least two (2) members thereof in conference to discuss his decision. The President shall, within his discretion, make any recommendations affecting curriculum to the Board as he deems appropriate.

ARTICLE XI
COLLEGE DEVELOPMENT

The **Campus Wide Committee on College Development** as established under Article VII A (2), shall prepare recommendations for:

1. Improving the system and practices used for for the admission of students to the College. The Committee shall consult with among others the President of the College, the Dean, the Registrar, the Dean of Admissions, Department Chairmen, faculty and students and others who can provide relevant information.

2. Improving the practices and policies used in recruitment of faculty.

3. Matters to be included on the College Calendar.

4. Improving faculty evaluation procedures. Specifically, the **Campus Wide Committee on College Development** shall:

   (a) **By October 1, 1972** Develop a questionnaire to be used by students to evaluate faculty members with respect only to their classroom (i.e. teaching) effectiveness. This questionnaire shall be submitted not later

than October 1, 1972 to any existing **Student Committees on Faculty Evaluation** and to each **Faculty Committee on Faculty Evaluation** within each Department, as well as to each Department Chairman for distribution informationally to other department members. The **Student Committee on Faculty Evaluation**, if any, and the **Faculty Committee on Faculty Evaluation** within each Department shall meet for the purpose of revising and adapting the questionnaire, if required, to meet any special needs of that department. Either the original questionnaire developed by the **Campus Wide Committee on College Development**, or the original questionnaire as revised and/or adapted, shall be used by any **Student Committee on Faculty Evaluation** for the purpose of obtaining student evaluation of faculty classroom (i.e. teaching) effectiveness.

(b) **By November 1, 1972** Develop and submit to the **All Campus Committee** proposals for the general improvement of the current procedures used for evaluating faculty including, principally, proposals for better measurement of teaching performance of both tenured and non-tenured faculty, and proposals for improving the participation of students in faculty evaluation.

ARTICLE XII
CONSULTATION ON COLLEGE BUDGET

The purpose of the **Campus Wide Committee on Budget Consultation**, as established under Article VII A (2), shall be to provide an opportunity for consultation with the President of the College or his designees with respect to the development of the College budget as it progresses from the Administration of the College to the Board of Trustees to the Executive and finally to the Legislative branches of the State Government. Specifically, the **Campus Wide Committee on Budget Consultation** shall assist the Academic Departments in the preparation of plans and proposals concerning:

(a) The requirement for new teaching staff at the College in order to meet the anticipated increase in student enrollment.

(b) The analysis of cost for new educational programs and projects within each Department.

(c) The expansion of the Department in other academic areas commensurate with the stated objectives of the Department and of the College.

In addition, the Committee shall develop proposals, based on adequate study and analysis, including estimates of cost, for the improvement of physical facilities and supportive services for faculty. In preparing their recommendations, the Committee shall be guided by the following objectives which the parties to this Agreement recognize as desirable goals to be achieved for the welfare of all faculty at Boston State College:

(a) To provide substantial reduction in the number of faculty assigned to a single office.

(b) To provide an office for each Department Chairman.

(c) To provide each office with suitable and sufficient desks, chairs, files, bookcases, and other necessary professional equipment.

(d) To improve the availability of secretarial services for individual faculty.

(e) To provide efficient telephone services to faculty and departmental offices so that the ability to dial intercom is adequate.

(f) To provide suitable, properly maintained and adequately protected parking facilities for all faculty members.

(g) To provide adequate dining and lounge areas for faculty in the College's several buildings.

(h) To provide separate reading and study areas for faculty in the library.

(i) To provide for adequate heat, light, ventilation, janitorial services, security, and surveillance of all offices, classrooms, laboratories, and other College facilities.

The **Campus Wide Committee on Budget Consultation** shall transmit any such proposals or plans to the **All Campus Committee** for review and subsequent transmission to the President of the College.

The **Campus Wide Committee on Budget Consultation** shall meet with the President or his designees from time to time for the purpose of discuss-

ing informationally the development of the budget requests being prepared by the College for submission to the Board of Trustees for any given fiscal period.

ARTICLE XIII
EXTRA DUTIES OF FACULTY

A. Qualifications for Program of Continuing Studies

1. The necessary qualifications for teaching any course or program in the existing Program of Continuing Studies shall not be less than those required for teaching at the day college, except that, at the discretion of the President, such qualifications may be waived for faculty teaching special courses.

B. Student Advising by Faculty

1. Faculty Advising assignments will be made by Department Chairmen with due consideration to the interest and competence of the faculty member in this work.

2. Students shall be admitted to an academic major by registering with the Department Chairman. No student who possesses the minimum academic requirements for entry to a major and who is in good standing or retention status shall be denied admittance unless a major is over subscribed and has temporarily ceased accepting majors.

3. Students who are not admitted as majors in a department shall be advised through the office of the Dean of Students.

C. Other

1. New, inexperienced faculty members, who are preparing courses for the first time, shall whenever possible, be exempt from extra duties, except at their own request.

ARTICLE XIV
FACULTY GRIEVANCE PROCEDURE

A. Intent

The Board and the Federation agree that they will use their best efforts to encourage the informal and prompt settlement of grievances which may arise between a member of the faculty or the Federation and the Board by use of the processes set forth below.

B. Definition

A grievance is a complaint by a member, or members, of the faculty or the Federation, upon the majority vote of a duly constituted meeting of the Executive Council thereof brought during the term of this Agreement, that an express provision of this Agreement, or of any of the written policies of the Board which are expressly incorporated by reference in Article XVII of this Agreement, has been violated in its application to him or the Federation, as the case may be.

C. Procedures for the Filing of a Grievance

Any aggrieved member or members of the faculty or the Federation filing a grievance under this Article shall file it in accordance with the following procedures:

STEP 1 (informal): The Academic Dean

An aggrieved member or members of the faculty, or the Federation, as the case may be, shall meet and confer with the Academic Dean, or his designee, within two (2) days of written notice by the grievant to the Academic Dean of a complaint that a grievance exists to attempt to resolve such complaint informally. No complaint shall be filed more than fourteen (14) calendar days from the day or event upon which the grievance is based or from the date when the faculty member or the Federation had or should have had knowledge of the event. If the Dean and the grievant shall not have resolved the complaint within five (5) days of such notice then the grievant may proceed to Step 2.

STEP 2 (Formal): The Academic Dean

The grievant shall set forth in writing fully and completely the complaint, and the remedy requested and shall file the same with the Academic Dean. In addition, any and all supporting documents and materials shall be filed in written form at the time of the filing of the complaint. The complaint shall be signed by the member or members of the faculty. No complaint shall be filed more than fourteen (14) calendar days from the day or event upon which the grievance is based or from the date when the faculty member or the

Federation had or should have had knowledge of the event.

The Academic Dean and the grievant shall thereupon meet and discuss the complaint and grievance as presented. If the grievance is not resolved within seven (7) calendar days of such filing with the Academic Dean to the satisfaction of the grievant, the grievant may proceed to Step 3.

STEP 3: The President of the College

Within the seven (7) day time limit, the grievant may file with the President of the College a written request for a conference together with a copy of the complaint and all other material filed by the grievant with the Academic Dean, and a copy of any written response or decision by the Academic Dean.

Within seven (7) calendar days of the receipt of such filing by the grievant, the President, or his designee, shall confer with the grievant. The President shall within fourteen (14) calendar days of the receipt of the grievance render a written decision to the grievant setting forth his findings and the reasons therefor, and shall provide a copy of such decision to the grievant, and to the President of the Federation.

STEP 4: The Board of Trustees

The grievant may within seven (7) days after the receipt of the decision and finding of the President, or upon the failure of the President to act within the time specified, file with the Board only a grievance arising out of or relating to:

1. A failure to comply with any of the following: a) the procedures set forth in this Agreement except as hereinafter provided; b) the provisions of Article V; c) the written policies of the Board which are expressly incorporated by reference in Article XVII of this Agreement, except those relating to appointment, promotion and tenure; d) the procedural due process provisions expressly set forth in the Board's policy on Appointment, Promotion and Tenure incorporated by reference in Article XVII of this Agreement, provided, however, that grievances relating to reappointment, promotion or tenure which are concerned with matters of academic judgment may not be processed by the grievant beyond Step 3; or

2. A failure of the President of the College to have recommended the granting of tenure to a faculty member who has met all of the written requirements for tenure as set forth in the Board's policy on Appointment, Promotion and Tenure incorporated by reference in Article XVII of this Agreement, and who has been duly recommended for tenure both by the Divisional Committee on Reappointment, Promotion and Tenure as established in Article VII and by the Special Committee on Tenure as established in Article VIII.

Such grievance shall be filed with the Director of the Division of State Colleges, as agent of the Board, and with the President of the College in the form and in accordance with the procedures set forth in Step 2. In addition, the grievant shall file a copy of the decision and findings of the President of the College.

No other grievance may be filed with the Board.

The Board shall consider such grievance and shall within sixty (60) days of the receipt thereof as provided aforesaid render its decision. Written notice of its decision shall be provided to the grievant, the Federation, and the President of the College. Nothing herein contained shall be deemed to require a hearing before the Board, except as expressly provided in the Board's policy on Appointment, Promotion and Tenure incorporated by reference in Article XVII.

Appointment of a Federation Representative

Any member of the faculty may request that the Federation represent him at any step of the grievance procedure. The Federation shall notify the Dean of the College, the President of the College and the Director of the Division of State Colleges, as the case may be, of the name and address of such Federation representative at the time he is so authorized to represent the grievant.

Compliance with Procedures

No grievance may be filed except in the form and in accordance with the procedures set forth in this Article.

D. Waiver, Admission, and Termination

1. **Waiver**

Failure to comply with any provisions of this Article shall be deemed to be a waiver of the grievance under the terms of the Agreement. The limit specified in the grievance procedure may, however, be extended in any specific instance by mutual written agreement of the parties.

2. **Admission**

The acceptance of a grievance by the Dean of the College, the President of the College, or the Board of Trustees, or their agent, shall not be deemed to be an admission by the Board that the grievance has, for any other purpose or proceeding, standing as a grievance or constitutes an admission of any violation or breach of the terms of this Agreement, or is cognizable or justicable according to any applicable provisions of the laws of the Commonwealth.

3. **Termination**

If any party to this Agreement or any member of the faculty shall initiate any proceeding relating to a grievance in any administrative or judicial forum while a proceeding relating to such grievance is pending under any provision of sub-section C of this Article, such sub-section C proceeding shall terminate as of the date of the initiation of any other administrative or judicial proceeding and the provisions of this Article shall be inapplicable to such grievance.

ARTICLE XV
NO STRIKE PLEDGE

The Board agrees that it will not lock out any or all of its employees for any cause during the term of this Agreement, and the Federation and its agents agree that they will not engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services by the faculty.

Nothing contained in this Article shall be deemed to waive, impair or restrict the right of the Board to seek or pursue any remedy at law or equity provided by the Laws of the Commonwealth.

ARTICLE XVI
STATUTORY RESPONSIBILITIES OF THE BOARD

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Board. Nothing contained in this Agreement shall be deemed or construed to impair or limit the powers and duties of the Board under the laws of the Commonwealth.

ARTICLE XVII
THE POLICY MAKING AUTHORITY OF THE BOARD OF TRUSTEES

The parties hereto expressly agree that the following enumerated Board policies are incorporated into this Agreement, for the purpose of this Agreement, and that these enumerated policies, and these policies only, shall not be altered or amended by the Board, as they apply to Boston State College, during the term of this Agreement without the express consent in writing of the Federation.

These policies enumerated below are attached to the Agreement as Appendix B and made a part hereof:

1. The Board's policy on Appointment, Promotion and Tenure, as amended and revised to and including March 15, 1972.
2. The Board's policy on Non-discrimination.
3. The Board's policy on Academic Year.
4. The Board's policy on Academic Freedom and Responsibilities as set forth in Article V of this Agreement.

ARTICLE XVIII
DURATION

A. Duration

This Agreement shall be effective for the period from **April 3, 1972** to **June 30, 1974.**

The parties agree to commence negotiations for a renewal Agreement no later than one hundred-twenty (120) days prior to the termination date set forth above.

B. Extent

The Board and the Federation acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the applicable area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, and shall constitute the sole agreement between the parties for the duration thereof.

Therefore, the Board and the Federation for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated, or signed, this Agreement.

ARTICLE XIX
SAVING CLAUSE

If any of the provisions of this Agreement shall in any manner conflict with or contravene any Federal Law or Statute, Law or Statute of the Commonwealth of Massachusetts or the rules and regulations promulgated pursuant thereto, such provisions shall be considered null and void and shall not be binding on the parties hereto; in such event, the remaining provisions of this Agreement shall remain in full force and effect.

This Agreement executed this Third day of April, Nineteen Hundred and Seventy-Two.

FOR THE BOARD OF TRUSTEES

JOHN M. CATALDO
Chairman

FOR THE FACULTY FEDERATION

MICHAEL G. MENSOIAN
President

APPENDICES

APPENDIX A

PAYROLL DUES DEDUCTION AUTHORIZATION

To the Board of Trustees of State Colleges

I hereby authorize and direct the Board of Trustees of State Colleges through its officer, agents and employees, to deduct from the portion of my salary due me each month the amount as certified by the BOSTON STATE COLLEGE FACULTY FEDERATION, LOCAL 1943, as the current rate of dues. Such deduction is to start immediately after the date of this authorization.

I further authorize and direct you to transfer and pay the sum so deducted to the Treasurer of the BOSTON STATE COLLEGE FACULTY FEDERATION, LOCAL 1943, BOSTON STATE COLLEGE, BOSTON, MASSACHUSETTS.

In consideration of the above described service rendered by the Board of Trustees of State Colleges, its members, officers, agents and employees, the undersigned hereby releases and discharges the Board of Trustees of State Colleges, its members, agents, and employees, of and from any and all liability whatsoever arising as a result of the authorization herein given.

This authorization is revocable by me upon sixty (60) days written notice, to the BOSTON STATE COLLEGE FACULTY FEDERATION, LOCAL 1943, and the Board of Trustees of State Colleges, and the revocation will become effective upon the thirtieth day, or upon termination of my employment. It is understood this service shall be limited to deduction to one employee organization for any individual employee, and that no partial deduction will be made.

_____
Employee Signature

_____
Date of Notice:

_____
Social Security Number

_____
Position Title

_____
Last Name (Print) First Middle

_____
Address

_____

APPENDIX B

PREAMBLE TO POLICY ON APPOINTMENT, PROMOTION AND TENURE

In adopting and promulgating the attached policy on appointment, promotion and tenure, the Board of Trustees recognizes that this document is a major, if somewhat, imperfect step forward in determining personnel policy for faculty members in the State Colleges. As changing conditions for further clarification require, amendments and further annexes will be provided.

Detinition relating to this policy:

"Teaching faculty member" shall mean any member of the professional staff of the state colleges of the rank of instructor, assistant professor, associate professor, professor or visiting professor whose duties involve the instruction of students in classes, laboratories, seminars or other instructional situations.

"Termination" shall mean the permanent severance of an existing employment relationship initiated by the college or the Board of Trustees.

"Tenure" shall mean the right of the teaching faculty of the State Colleges to be removed only upon just cause, to a hearing upon dismissal and to such review as is provided in this policy.

Furthermore, it is the policy of the Board of Trustees of State Colleges not to approve a salary for any faculty member or professional administrator beyond the maximum salary range for the position as approved by the Board of Trustees.

Moreover, the attached policy is also based on the express understanding that

A. Contracts for non-tenured faculty are term agreements subject to renewal by the Board of Trustees upon recommendation of the President, who makes his recommendation after the completion of the established evaluation procedures.

B. The serious decision of granting tenure, demands that the President, before making recommendations to the Board of Trustees, have substantial evidence determined through professional evaluation that the candidate will be a constructive and significant contributor to the continuous development of high quality education in the institution.

POLICY ON APPOINTMENT, PROMOTION AND TENURE

(Adopted by the Board of Trustees on May 15, 1967, and as amended to the date of this Agreement.)

Appointment

I. Minimum Requirements for Teaching, Faculty Appointment and Promotion

Teaching faculty members may be appointed initially at any rank in keeping with minimum requirements. These requirements apply to faculty members in the nine state colleges and to persons in the academic departments of the Massachusetts College of Art and the Massachusetts Maritime Academy.* Exceptions to these requirements may be made in certain specialized areas and under other special circumstances with the approval of the Board of Trustees. Nothing in these requirements should be construed to prohibit the appointment or promotion of an individual of exceptional talent or accomplishment who does not meet all the stated criteria. In reviewing such recommendations for exceptional appointments, or promotions, the Board of Trustees shall give due consideration in the alternative to: (a) evidence of the ability of the candidate to render a unique academic contribution to the college, or (b) evidence of a candidate's extraordinary competence in the area of his discipline or specialty, or (c) evidence that the discipline or specialty of the candidate does not customarily demand fulfillment of those academic degree requirements set forth by the Board as minimum criteria for appointment or promotion to each rank.

A. **Instructor** — A master's degree from an accredited institution in the academic or profes-

*Faculty members instructing in technical areas at Massachusetts College of Art will be subject to different requirements as set forth in the Board of Trustees' policy adopted October 9, 1969.

sional discipline to be taught. (Two years of appropriate professional experience required of persons teaching courses in professional areas.)

B. **Assistant Professor** —

a. A master's degree from an accredited institution in the academic or professional discipline to be taught plus thirty additional graduate credits acceptable to the college.

b. Three years experience in teaching (two years if person possesses doctorate).

C. **Associate Professor** —

a. A doctor's degree from an institution accredited at the doctoral level and in the academic or professional discipline to be taught.

b. Six years' experience of which at least three must have been in higher education.

D. **Professor** —

a. A doctor's degree from an institution accredited at the doctoral level and in the academic or professional discipline to be taught.

b. Eight years experience of which at least five must have been in higher education.

E. **Academic Dean** — Same as Professor.

II. **Appointment Procedures and Terms**

1. Instructors will ordinarily be appointed to successive one-year terms with proper notice being given in the case of termination (see Section III). No one will remain in the rank of instructor more than five years. Prior to the beginning of his fifth year, an instructor will be given written notice that:

a. he is to be promoted to the rank of assistant professor at the beginning of the next year, or

b. he is beginning a terminal one-year appointment.

In short, an instructor is "up or out" at the end of five years.

2. Persons initially appointed above the rank of instructor may be given initial appointments, without tenure, of one, two or three years. Such contracts may be renewed for one, two or three years. Those initially appointed as assistant professors may not be employed beyond six consecutive years without gaining tenure.

3. Persons initially appointed at the rank of associate or full professor may be appointed for an initial one, two or three year term without tenure, or may be appointed initially with tenure. No person initially so employed may serve more than three years without gaining tenure.

4. Persons appointed as Visiting Professors shall be employed for a specified period of time and shall not attain tenure.

5. Precise conditions of employment shall be stated in writing with a copy to be provided to the appointee.

III. **Termination**

Due notice of intention to terminate non-tenure appointments must be given.

a. Termination after first year — notification by March 1 of first year.

b. Termination after second year — notification by December 15 of second year.

c. Termination after 3 or more years — notification by September 1 of final year.

IV. **Promotion**

1. Promotion shall be based on:

a. Minimum requirements. (See Section I above)

b. Annual evaluation of all faculty members.

c. Recommendations by local joint faculty and administrative processes.

2. Promotions shall normally take effect at the beginning of an academic semester or term.

V. **Faculty Evaluation**

A. There will be an annual evaluation made of each faculty member with a written record kept of the substance of the evaluation. The evaluation will be made by a committee which shall include: the Chairman of the individual's department, Academic Dean and/or President and one other tenured member of the faculty. Each college has the option of establishing some other evaluation system acceptable to the Trustees.

B. In general, faculty members will be evaluated on the following bases:

1. Classroom effectiveness.

2. Professional activities including positions of leadership.

3. Research and publication.
4. Contribution to the college community.
5. Advanced study.
6. Leadership in community affairs.

C. Annual faculty evaluations will serve as the basis for promotion, merit pay and tenure consideration.

Tenure

The granting of tenure to a faculty member is the single most important type of decision made in an educational institution. Barring unforeseen circumstances, tenure obligates the institution to the employment of the faculty person for the balance of his professional life. It not only makes a major financial commitment to the individual until retirement, but even beyond. It must be accomplished with the utmost of care, concern and searching evaluation by the administration of the institution.

I. **Entitlement**

A. No person holding the rank of instructor shall gain tenure.

B. Any faculty member other than instructor who serves the college for more than six consecutive academic years shall thereby gain tenure.

C. Any person promoted from within any institution in the State College system to the rank of Associate or full Professor shall thereby gain tenure without regard to the length of his service.

D. Persons initially employed as Associate or Full Professors may be granted tenure on appointment. In the event of an initial non-tenure term appointment to either rank, the individual may not serve for more than three years without thereby gaining tenure.

E. No person serving in the capacity of a Visiting Professor shall gain tenure.

F. Once attained, tenure is transferable from one institution under the Board of Trustees of State Colleges to another.

G. Presidents, Deans, Department Chairmen and other administrators do not have tenure in their administrative positions although they may retain tenure as faculty members.

II. **Evaluation for Tenure**

A. When a person is being considered for a tenure appointment, whether by promotion from within or appointment from outside, a thorough evaluation of his achievement and potential should be made in each case by a special ad hoc committee, including: the president, the academic dean, the department head, a tenured member of the same department, a tenured member of another department. (In an exceptional case, the president is empowered to employ as a consultant and member of the ad hoc committee, a tenured person in the same academic discipline in another institution of higher learning.)

B. Evaluation by the ad hoc committee will be accomplished in such timely fashion as to provide proper notice to those individuals who are not to be re-employed.

III. **Removal of a Tenured Person**

A. A tenured person, without regard for the means through which he attained tenure, shall not be removed from his position except for just cause and through due process.

B. Removal of a tenured person shall be subject to the following procedures:

1. The person must be advised in writing, at least ten days in advance of any hearing, of the charges to be presented.

2. The charges must be presented at a hearing to a committee composed of tenured peers from the faculty and representatives from the college administration. The person may be represented by counsel.

3. The recommendation of this committee must be forwarded to the Board of Trustees with all necessary records.

4. On written request of the individual, the Board of Trustees will grant the individual a full hearing.

5. The individual will be given at least thirty days notice of the hearing with the Board of Trustees. He may be represented by counsel.

6. A transcript of the proceedings of all hearings will be made available to the individual upon written request.

IV. **Effective Date of Tenure Policy**

A. This tenure policy shall apply to all faculty members whose period of service began after September 25, 1965.

B. Individuals formally granted tenure prior to September 25, 1965, will continue to enjoy the rights and privileges accorded them under Section 4B of Chapter 73 of the General Laws.

C. Individuals employed on other than term appointment prior to September 25, 1965, but who had **not** formally been granted tenure under Section 4B of Chapter 73, but who were granted what is tantamount to tenure by Chapter 572 of the Acts of 1965, are deemed by the Board of Trustees to have achieved tenure granting them the following rights:

1. A hearing before the Board of Trustees concerning dismissal charges.
2. Thirty days written notice of such hearing.
3. Representation by counsel.
4. A transcript of all proceedings to be made available on written request.

D. For those individuals first employed after September 25, 1965, time served prior to January 1, 1968, will be considered as meeting in part the requirements for academic rank and tenure.

V. **Appointment, Promotion and Tenure Policy Amendments**

I. At the time when notice is given to non-tenured faculty members that their contracts are not to be renewed, a statement shall be given to them setting forth the reasons for such non-renewal. Under no circumstances, however, shall either (1) a notice of non-renewal of contract, or (2) a statement setting forth the reasons therefor, be given to any non-tenured faculty member without prior approval of the Board of Trustees (eff 1/13/72)

II. No faculty member on less than full-time service will be eligible for tenure. (eff. 2/12/70)

III. Full-time public school teachers, who serve as part-time training school teachers for the colleges, shall not be eligible for tenure at the college. (eff. 2/12/70)

IV. Leaves of absence for non-tenured persons shall not interrupt service towards tenure, nor should they count towards tenure. (eff. 2/12/70)

V. Members of the staff at the State Colleges on leaves of absence for whatever reason shall relinquish their rights to take part in official campus activities, including voting privileges and committee meetings. (eff. 4/9/70)

VI. Leaves of absence for professional staff at the State Colleges may be granted for a one year period but for not more than two consecutive year. (eff. 4/9/70)

VII. Professional staff members at the State Colleges on leave of absence shall not be eligible for promotion or merit increase until their return to the college. (eff. 4/9/70)

VIII. All professional appointments to the libraries shall be on a 12-month basis, effective July 1, 1971. All persons now on 12-month appointments will remain on such a calendar, and those on an academic year calendar may have the option of remaining on the academic calendar or going on to the 12-month calendar with an appropriate salary adjustment. Librarians at ranges V, IV, and III shall be eligible for tenure and other fringe benefits ordinarily accorded teaching faculty in accordance with Board policy. (eff. 1/14/71)

* * * * *

IX. **Special Amendment applicable only to faculty at the rank of instructor whose initial appointment occurred between September 25, 1965 and December 31, 1967.**

I. **Effective Date.** This amendment shall be effective between February 11, 1971 and December 31, 1973 inclusive. As of January 1, 1974, this amendment shall be deemed repealed, and its provisions shall be null and void.

II. **Authority Granted.** During the effective period of this amendment, aforesaid, the President of any state college is authorized to recommend to the Trustees, in his absolute discretion, the reappointment of a faculty member who meets all of the following requirements:

1) who was granted an initial full-time appointment to the rank of instructor be-

tween September 25, 1965 and December 31, 1967, and

2) who has served continuously and satisfactorily at the rank of instructor since the time of his initial appointment, and

3) who, prior to the beginning of his fifth year of continuous service at the college, has **not** completed the minimum requirements for promotion to assistant professor — namely **a master's degree in the academic or professional discipline to be taught from an accredited institution of higher education, plus 30 additional graduate credits acceptable to the college.**

III. **Reappointment Procedures and Conditions.**

The following special procedures and conditions shall be controlling in recommending any faculty member for reappointment who meets the requirements described in Section II above:

1) notice, if any, of his reappointment at the rank of instructor shall be given not later than April 1, 1971, April 1, 1972, and April 1, 1973, as the case may be.

2) each such faculty member shall give written notice to the President of his agreement to complete at least 12 graduate credit hours, acceptable to the college, within 15 months after each such notice of reappointment.

3) each such faculty member shall be subject to evaluation in February 1972, and February, 1973. Such evaluation will be conducted by a committee composed of the faculty member's department chairman, the academic dean and/or the President, and one other tenured member of the faculty. In each such evaluation, the committee shall give due consideration to the faculty member's progress in satisfactorily completing the minimum degree and credit requirements as described aforesaid, as well as to such additional factors as (a) classroom effectiveness; (b) professional activities, including positions of leadership; (c) research and publications; (d) contribution to the college community; (e) advanced study; and (f) leadership in community affairs.

4) such evaluation committee shall transmit to the President the results of its evaluation, and a recommendation not later than March 1, 1972, and March 1, 1973, as the case may be, either (a) that the faculty member be reappointed for one additional academic year, of (b) that the faculty member not be reappointed.

5) in the event that the evaluation committee recommends that the faculty member be reappointed for one additional academic year, the President of the college, if he concurs with the committee, may transmit his recommendation to the Board of Trustees for reappointment provided, however, that such faculty member first

(a) gives written notice prior to March 1, 1972, and March 1, 1973, to the President of his agreement to complete at least 12 graduate credit hours, acceptable to the college within 15 months of notice of his reappointment, and

(b) agrees to be subject to evaluation in the following February in accordance with the terms and procedures, and by a committee composed of those members described above in subsection 3.

6) in the event that the evaluation committee recommends that the faculty member not be reappointed, the President shall notify such faculty member by April 1, 1972, and April 1, 1973, as the case may be, that he will not be reappointed for an additional academic year.

7) not later than December 31, 1973, all such faculty members shall have been given written notice, notwithstanding any foregoing provision of this amendment to the contrary, that:

either

(a) he is to be promoted to the rank of assistant professor;

or

(b) he is not to be reappointed for an additional academic year.

It is the intent of this provision to insure that all such faculty members at the rank

of instructor shall be "up or out" not later than December 31, 1973.

8) such faculty member shall under no circumstances become eligible for promotion to assistant professor unless he shall have both (a) met the minimum requirements for such promotion of a master's degree in the academic or professional discipline to be taught from an accredited institution of higher education, plus 30 additional graduate credits acceptable to the college, and (b) been recommended to the President of the college for such promotion by the special evaluation committee.

9) such faculty member shall under no circumstances become eligible for consideration for tenure nor shall he gain tenure until the termination of his first complete academic year following his promotion to the rank of assistant professor. (eff. 2/11/71)

Non-Discrimination

It is the stated policy of the Board of Trustees of State Colleges that in matters of college admissions, the employment of professional and non-professional personnel and all other personnel matters in the State Colleges, individuals will be evaluated on their merits without respect to their race, color, creed, natural origin, sex or age as prescribed in applicable federal and state law. (eff. 12/11/69)

Definition of Work Year

Under the provisions of Section 31 of Chapter 29 of the General Laws the Board of Trustees has the statutory responsibility to define length of the working year for those members of the faculties of the colleges who are employed for the academic year rather than the calendar year.

The Board of Trustees now redefines the faculty working year as constituting the ten-month period beginning on September 1 and ending on June 30. (eff. 12/13/66)

NEGOTIATING COMMITTEES

FOR THE BOARD OF TRUSTEES

DONALD E. WALTERS
Deputy Director,
Massachusetts State College System
Chief Negotiator, Board of Trustees,
Massachusetts State Colleges

JUDGE CHARLES F. MAHONEY
Special Counsel,
Board of Trustees of State Colleges

KERMIT C. MORRISSEY
President, Boston State College

ROBERT V. McCARTHY
Dean, Boston State College

HERBERT G. REGAN
Director Administrative Services,
Boston State College

FOR THE FACULTY FEDERATION

MICHAEL G. MENSOIAN
President

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